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FEDERAL MARITIME COMM

Hamburg Sud/Maersk Line
Vessel Sharing Agreement
FMC Agreement No. 012034-001
First Revised Page No. 1

ARTICLE 1: NAME OF THE AGREEMENT

The name of this Agreement is the Hamburg Sud/ Maersk Line Vessel Sharing Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit the Parties to achieve efficiencies and economies in the trades covered by the Agreement through their joint cooperation and coordination of their vessels and related services in such trades.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter referred to individually as "Party" and jointly as "Parties") are:

Hamburg Sudamerikanische Dampfschiffahrts Gesellschaft KG
("HSDG").

Address: Willy-Brandt Strasse, 59
20457 Hamburg, Germany

A.P. Moller-Maersk A/S trading under the name of Maersk Line
("ML").

Address: 50, Esplanaden
DK-1098, Copenhagen K. Denmark

ARTICLE 4: GEOGRAPHIC SCOPE

This Agreement covers the trades between ports on the U.S. Atlantic Coast, on the one hand, and ports in ~~North Europe~~, Panama, Colombia, Australia, and New Zealand on the other hand. All of the foregoing is hereinafter referred to as the "Trade."

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Vessels. The Parties are authorized to discuss and agree upon the number, size and characteristics of vessels to be deployed hereunder and, without further amendment, to operate a service of up to eleven (11) ~~fifteen (15)~~ vessels with a nominal capacity of up to 3,500 TEUs each. Pursuant to and without limitation of the foregoing, the Parties hereby agree as follows:

(a) Initially, the Parties shall operate nine (9) ~~twelve (12)~~ vessels with a capacity of approximately 2,800 TEUs each in a service with a round voyage of 63 84 days. HSDG shall provide four (4) vessels and ML shall provide five (5) vessels. ~~Each Party shall provide six (6) vessels.~~ Vessels will be required to perform a service speed of 21.5 knots and will be capable of supplying 560 ~~530~~ reefer plugs. ~~It is understood by the Parties that through December 31, 2008, a Party may deploy as substitutes up to three (3) vessels with a nominal capacity of no less than 2200 TEUs.~~

(b) [INTENTIONALLY LEFT BLANK] ~~It is understood that although both Parties provide vessels to the service, that portion of the service between the U.S. Atlantic Coast and North Europe is operated solely by HSDG, with no ML participation other than that described in Article 5.3(e) hereof.~~

(c) ~~Except for bunkers and port costs, e~~Each of the Parties will be responsible for the costs of operating the vessels it provides under this Agreement; ~~provided, however, that HSDG will bear the costs of operating all vessels in that portion of the service between the U.S. East Coast and North Europe as such costs are agreed by the Parties from time to time. Bunkers and~~

~~port costs shall be allocated between the Parties as they agree from time to time.~~

(d) A Party shall have the right to replace and/or substitute vessels throughout the life of the Agreement, provided that the substitute vessel meets the minimum specifications set out in Article 5.1 and all additional vessel and cargo expenses associated with such substitution are for the account of the Party substituting the vessel.

5.2 Service and Schedule.

The Parties agree to maintain a reliable fixed day weekly frequency of service in accordance with a schedule to be agreed. The Parties are authorized to discuss and agree upon criteria to measure adherence to the agreed-upon schedule and remedial actions/consequences, including responsibility for costs, in the event of non-adherence.

5.3 Space Allocation.

(a) Space on the vessels operated hereunder shall be allocated as follows:

<u>Northbound (16 tons/TEU)</u>		<u>Southbound (13.8 tons/TEU)</u>
<u>ML</u>	<u>959 TEUs (312 plugs)</u>	<u>1,111 TEUs (312 plugs)</u>
<u>HSDG</u>	<u>767 TEUs (248 plugs)</u>	<u>889 TEUs (248 plugs)</u>

~~On northbound sailings between Australia/New Zealand and the U.S. East Coast, each Party will receive space for 863 TEUs (with access to 265 plugs) or 13,808 metric tonnes, whichever is reached first. On southbound sailings between the U.S. East Coast and Australia/New Zealand, each Party will receive space for 1,000 TEUs or 13,808 metric tonnes, whichever is reached first.~~

~~In the event a Party operates smaller vessels pursuant to Article 5.1(a) hereof, it nonetheless shall be obligated to provide the other Party with the full allocation described in this Article 5.3(a).~~ The Party operating the vessel shall be entitled to utilize slots in excess of the vessel's declared capacity and unused slots in the other Party's allocation.

(b) Notwithstanding anything to the contrary in this Agreement, ML shall be permitted to continue chartering space on the service operated hereunder to ~~To allow ML to fulfill its obligations to Hapag-Lloyd under pursuant to FMC Agreement No. 011928, HSDG will sell to ML an additional 75 TEUs (with access to 25 plugs) on northbound sailings between Australia/New Zealand and the U.S. East Coast and an additional 105 TEUs (with access to 22 plugs) on southbound sailings between the U.S. East Coast and Australia/New Zealand on such terms and conditions as they may agree from time to time. It is agreed that in the event the amount of capacity deployed under this Agreement is increased, the amount of space provided to Hapag-Lloyd by ML, and the amount of space provided to ML by HSDG under this Article 5.3(b), will be increased on a pro rata basis. Capacity not used by Hapag-Lloyd will be released to ML the vessel operator.~~ In the event Hapag-Lloyd exceeds its allocation, additional slots will be purchased first from ML and then from the Party operating the vessel ~~and then from the other Party~~. To facilitate efficient operations, HSDG and Hapag-Lloyd may communicate directly with respect to day-to-day operational matters (e.g., scheduling, hazardous or out-of-gauge cargoes). In the event FMC Agreement No. 011928 is terminated, space made available as a result of such termination shall revert to ML. ~~to ML under this Article 5.3(b) shall revert to HSDG.~~

(c) The Parties are authorized to buy and sell space from within their respective allocation from/to one another on an *ad hoc* basis in such amounts and on such terms and conditions as they may agree from time to time.

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~~(d) On southbound sailings between Philadelphia and Savannah,
HSDG will be allocated 70% of the space and ML will be allocated 30% of the
space.~~

~~(c) All space on sailings between the U.S. East Coast and Europe will be allocated to HSDG, and ML shall have no participation on such sailings; provided, however, that HSDG shall charter space to ML for the carriage of up to 200 empty containers on each sailing from the U.S. East Coast to Europe on such terms and conditions as the Parties shall agree from time to time.~~

5.4 Other Services.

Neither Party may offer a fixed competing service in the portion of the Trade between the U.S. East Coast and Australia/New Zealand, either directly or via transshipment.

5.5 Terminals.

The Parties are authorized to discuss and agree upon the terminals to be called by vessels operated hereunder, and to contract jointly or separately for terminal and stevedoring services. Nothing in this Agreement shall authorize the Parties to jointly operate a marine terminal in the United States.

5.6 Operational and Administrative Matters

The Parties are authorized to discuss and agree on routine matters such as cargo claims and other liabilities, indemnifications, general average, force majeure, a cross charter party, joint working procedures, standards for containers and for the acceptance of breakbulk, oversized and dangerous cargo, and other operational/administrative issues to implement the terms hereof.

5.7 Further Agreements

Pursuant to 46 C.F.R. §535.408(b), any further agreement between the Parties, other than those concerning routine operational and administrative

9.2 This Agreement will have a minimum term of two (2) years commencing on April 28, 2008. ~~the date it becomes effective under the Shipping Act.~~ Any Party may resign from the Agreement on not less than six (6) months written notice, such notice not to be served until at least October 28, 2009. ~~18 months have elapsed from the date upon which the Agreement came into effect.~~

9.3 Notwithstanding Article 9.2, if at any time during the term of the Agreement any Party should become bankrupt or declare insolvency or have a receiving order made against it or suspend payments, or continue its business under a receiver or administrator for the benefit of any of its creditors, the other Party will have the option to withdraw from the Agreement with immediate effect.

9.4 Notwithstanding Article 9.2, if at any time during the term of this Agreement there shall be a change in the ownership or ultimate control of a Party, or an agreement has been entered into for such a change of ownership or ultimate control, and the other Party is of the opinion arrived at in good faith that such change (whether or not it has been effected) is likely to materially prejudice the working of this Agreement, then the other Party may, within six months of becoming aware of the change in ownership or control or the existence of the agreement to effect such change, withdraw from the Agreement by giving not less than three months' notice in writing. For purposes of this Article 9.4, a change in the control or material change in the ownership of a Party or of the holding company of that Party shall not include: